

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HARMONY INFORMATION SYSTEMS, INC.		10/24/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ORIX VENTURE FINANCE LLC
Street Address:	245 Park Avenue, 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2967206	HARMONY
Registration Number:	2980655	
Registration Number:	3133503	
Registration Number:	3133501	HARMONY
Registration Number:	3133504	HARMONY
Registration Number:	3133502	HARMONYIS
Registration Number:	3133500	HARMONY INFORMATION SYSTEMS, INC.
Registration Number:	2982769	HARMONY

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-783-2700
 Email: Oleh.Hereliuk@federalresearch.com
 Correspondent Name: CBCInnovis dba Federal Research

CH \$215.00 2967206

Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	405801
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	02/08/2008

Total Attachments: 9
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SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Filing Date</u>
HARMONY (Design plus words, letters and/or numbers)	2967206 78473264	07/12/05 08/25/04
HARMONY (Design only)	2980655 76595212	05/10/05 06/02/04
HARMONY (Design only)	3133503 76595211	08/22/06 06/02/04
HARMONY (Design plus words, letters and/or numbers)	3133501 76595209	08/22/06 06/02/04
HARMONY (Standard character mark)	3133504 76595214	08/22/06 06/02/04
HARMONYIS (Standard character mark)	3133502 76595210	08/22/06 06/02/04
HARMONY INFORMATION SYSTEMS, INC. (Standard character mark)	3133500 76595208	08/22/06 06/02/04
HARMONY (Standard character mark)	2982769 76595213	08/09/05 06/02/04

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **October 24, 2007** by and between **ORIX Venture Finance LLC** ("ORIX") and **Harmony Information Systems, Inc.**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement dated October 24, 2007 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing (collectively, the "Collateral").

Notwithstanding the foregoing, the Collateral shall not include any such property:

(i) which is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, sections 9406 and 9408 of the Code), and as to any licenses included in the foregoing Grantor represents and warrants that they are non-exclusive and replaceable on commercially reasonable terms;

(ii) if the granting of a security interest therein is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral, all of which Grantor represents and warrants are not material to its business; or

(iii) listed on Exhibit A to the Loan Agreement, consisting of "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

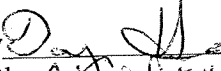
4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

[signatures on next page]

Address of Grantor:

12120 Sunset Hills Road, Suite 500
Reston, Virginia 20190

Harmony Information Systems, Inc.

By 
Title Chief Executive Officer

Address of ORIX:

245 Park Avenue, 19th Floor
New York, NY 10167
Attention: Mr. Kevin Sheehan

ORIX Venture Finance LLC

By _____
Kevin P. Sheehan,
President and CEO

Address of Grantor:

12120 Sunset Hills Road, Suite 500
Reston, Virginia 20190

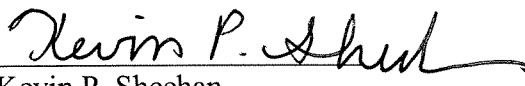
Harmony Information Systems, Inc.

By _____
Title _____

Address of ORIX:

245 Park Avenue, 19th Floor
New York, NY 10167
Attention: Mr. Kevin Sheehan

ORIX Venture Finance LLC

By 
Kevin P. Sheehan,
President and CEO

SCHEDULE A

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HARMONY (Standard character mark)	2982769 76595213	08/09/05 06/02/04

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

SCHEDULE C

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None